
Metro-North/BLE CBA

account of sickness or absent with permission will not be considered as fulfilling the five (5) day requirement.

h. Passenger Engineers assigned to a Relief Day List who are not properly called in their turn will be paid the amount the Passenger Engineer would have received if properly called.

RULE 11 - DEADHEADING

a. Deadheading and service may be combined in any manner that traffic conditions require, and when so combined, will be paid actual hours on a continuous time basis, with not less than eight (8) hours for the combined deadheading and service.

b. When deadheading is paid for separately and apart from service, actual time consumed with a minimum of eight (8) hours will be allowed.

c. Passenger Engineers are not entitled to deadhead pay for traveling from one point to another in exercising seniority.

d. Passenger Engineers will be notified at the time called whether deadheading will be combined with service or separate, and the proper officer of the Corporation will mark their timeslips accordingly. If not so notified, paragraph "b" will apply.

e. Deadheading will be paid to and from the crew base of the Extra Board to which an employee is assigned to and will be computed by use of next available train service unless Metro-North provides another means of passenger-type vehicle transportation.

RULE 12 – DEFERRED STARTING TIME

Where Passenger Engineers normally report for duty without being called, and it is desired on any day to defer the reporting time, at least two (2) hours' advance notice will be

METRO-NORTH/BLE CBA

given before the usual reporting time of the assignment. The advance notice will specify the new reporting time, and the Passenger Engineers trip or tour of duty will not begin until that time. If not so notified, the reporting time will be as provided in the assignment. A Passenger Engineer may have his starting time deferred only once for each trip or tour of duty.

RULE 13 – LAYING OFF/REPORTING

a. Regularly assigned Passenger Engineers laying off due to sickness must notify the appropriate official as soon as possible. Passenger Engineers who desire to lay off for personal reasons may do so when such absence is authorized in advance by the proper officer of Metro-North.

b. A regularly assigned Passenger Engineer who has laid off will mark up for his regular assignment not less than three (3) hours in advance of the reporting time.

RULE 14 – CALLS

a. Passenger Engineers called, or required to report without being called, and released without having performed service will be paid for actual time held with a minimum of four (4) hours and, in the case of Passenger Engineers assigned to an Extra Board, will remain first out on the Extra Board; if held over four (4) hours and released without having performed service, they will be paid eight (8) hours and, in the case of Passenger Engineers assigned to an Extra Board, will be placed at the bottom of the Extra Board.

b. Passenger Engineers who are used in an emergency situation after having already performed compensation service on the day involved will be paid for the actual time worked at the time and one-half rate, with a minimum of two (2) hours.

NOTE: The term "emergency" as used in this paragraph is defined as a situation that:

Metro-North/BLE CBA

1. Involves or may cause delay to traffic because all tracks are blocked.
2. Involves delay to a passenger train or trains.
3. Involves violation of laws or local ordinances.
4. Involves injury to persons requiring prompt treatment or removal to hospital.

c. If an employee does emergency work pursuant to this Rule and by reason of such work is unable to work his regular assignment because of the Hours of Service Law, he will be paid the regular earnings of the missed assignment. However, the Company reserves the right to order the employees to report upon the expiration of his rest.

d. Passenger Engineers called in advance of their normal reporting time shall be paid at the straight time rate for all time worked before their normal report time.

RULE 15 – CUTOFF UNDER HOURS OF SERVICE

a. Passenger Engineers will not be released from duty before arriving at their advertised crew base or turnaround point, unless it is apparent that the trip cannot be completed under the laws limiting the hours on duty. Passenger Engineers will be released from duty under this Rule only upon instructions from the proper officer of Metro-North.

b. Passenger Engineers will not be cut off for rest pursuant to this Rule, except at locations where food and lodging are available. In such cases, the Passenger Engineers will be covered by Rule 16--Expenses Away From Home.

c. Passenger Engineers cut off under the law limiting the hours on duty who then deadhead into their crew base or turnaround point will be paid continuous time until released at their relieving point.

d. Passenger Engineers cut off between crew bases under the law limiting the hours on duty will again be considered on

METRO-NORTH/BLE CBA

duty and under pay immediately after expiration of the legal rest period.

RULE 16 – EXPENSES AWAY FROM HOME

When a Passenger Engineer is released from duty at a location other than their designated crew base for more than four (4) hours, between scheduled arrival and departure time (regardless of pay status), and whose assignment exceeds ten (10) total hours, a meal allowance of seven (\$7.00) dollars will be afforded.

RULE 17 – QUALIFYING AND EXAMINATIONS

a. Passenger Engineers will be required to attend training classes and take examinations connected with their duties. Examinations may be written or oral and include physical examinations, territorial qualification examinations (on the Operating Rules, Safety Rules, air brake and other equipment rules).

b. Subject to the exceptions listed below, Passenger Engineers required to attend a training class or an examination will be compensated for the time engaged in such training or examination. If required to lose time, Passenger Engineers will be paid an amount not less than they would have earned on the assignment they would have worked. If no time is lost, compensation will be for the actual time consumed in such training class or examination, at the straight-time hourly rate, with a minimum of eight (8) hours.

EXCEPTIONS:

1. Any qualification examinations or familiarization trips necessary in the voluntary exercise of seniority; provided, however, that Passenger Engineers transferring to Metro-North pursuant to Articles I-III of the October 12, 1982 Implementing Agreement, who had prior rights or prior, prior rights on the

Metro-North/BLE CBA

Grand Central Terminal Hudson, Harlem or New Haven divisions, will be compensated pursuant to paragraph "b" for initial qualification on Metro-North territory other than their former prior right or prior, prior right territory.

2. Physical examinations, including vision and hearing examinations.
3. Territorial qualification examinations, except as provided in paragraph "c" of this Rule.

c. Passenger Engineers who are instructed to qualify or who are force-assigned to a crew base, regular assignment or Extra Board where it is necessary to qualify will be compensated for such qualifying. If required to lose time, Passenger Engineers will be paid an amount not less than they would have earned on the assignment they would have worked. If no time is lost, compensation will be for the actual time consumed in qualifying, at the straight-time hourly rate, with a minimum of eight (8) hours.

d. To the extent practicable and except as provided in paragraph "c" of this Rule, Metro-North will schedule territorial qualification examinations so that Passenger Engineers may arrange to take them without loss of time. Unless otherwise specified by Metro-North, Passenger Engineers will arrange to schedule their own physical examinations.

RULE 18 – ATTENDING COURT OR CORONER'S INQUEST

a. Regular Passenger Engineers attending court or inquest or giving a deposition or stenographic statement in connection with other legal proceedings as a witness on behalf of Metro-North at the direction of a proper officer of Metro-North will be paid for the time actually lost on their assignments.

METRO-NORTH/BLE CBA

b. A Passenger Engineer assigned to an Extra Board attending court or inquest, or giving a deposition or stenographic statement in connection with other legal proceedings as a witness on behalf of Metro-North at the direction of a proper officer of Metro-North will be paid the amount he would have earned and placed in the same relative standing had he been called in his turn from the Extra Board.

c. Passenger Engineers attending court or inquest as a witness on behalf of Metro-North or giving a deposition or stenographic statement in connection with other legal proceedings at the direction of a proper officer of Metro-North, when no time is lost, will be paid actual time consumed, with a minimum of eight (8) hours. Necessary reasonable expenses, including travel expenses, will be paid when away from home and Passenger Engineers assigned to an Extra Board will hold their same relative standing on the crew board.

d. Witness fees and mileage allowance will be remitted to Metro-North.

RULE 19 – BEREAVEMENT LEAVE

Bereavement leave will be allowed in case of the death of a Passenger Engineer's brother, sister, parent, grandparent, child, stepchild, grandchild, spouse or spouse's parent, not in excess of three (3) consecutive work days following the date of death, the funeral service or the day following the funeral service. In such cases, eight (8) hours' pay will be allowed for each work day lost during bereavement leave. Passenger Engineers involved will make provision for taking leave with their supervisor in the usual manner. Agreed to questions and answers to the National Agreements are made a part of this Rule as follows:

Q-1 Does the three (3) day allowance pertain to each separate instance or does it refer to a total of all instances?

Metro-North/BLE CBA

A-1 Three (3) days for each separate death; however, there is no pyramiding where a second death occurs within the three (3) day period covered by the first day.

Example: Employee has a work week of Monday to Friday - off - days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Q-2 Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

A-2 No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-3 Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, or stepparents?

A-3 Yes; as to half-brother or half-sister, no as to stepbrother or stepsister, or stepparents. However, the Rule is applicable to a family relationship covered by the Rule through the legal adoption process.

RULE 20 – JURY DUTY

When Passenger Engineers are summoned for jury duty and are required to lose time from their assignments,

METRO-NORTH/BLE CBA

they will be paid for actual time lost with a maximum of eight (8) hours' pay for each calendar day lost. From this amount will be deducted the amount allowed for jury service for each such day, except allowances paid by the court for meals, lodging or transportation. These payments are subject to the following requirements and limitations:

1. A Passenger Engineer must furnish Metro-North with a statement from the court of jury allowances paid and the days on which jury duty was performed.

2. No jury duty pay will be allowed for any day the Passenger Engineer is entitled to vacation. Such a Passenger Engineer is not required to remit jury allowances to Metro-North. Agreed to questions and answers to the National Agreements where applicable are made a part of this Rule and are attached as Supplement 2 to this Agreement.

3. If a Passenger Engineer's shift ends after one (1) a.m. in advance of his scheduled report for jury duty the following morning, he shall be excused from work with no loss of pay.

RULE 21 – SPECIAL BOARD OF ADJUSTMENT

a. Metro-North and the Brotherhood of Locomotive Engineers will create a Special Board of Adjustment consisting of a neutral Chairperson (the "Impartial Arbitrator") appointed by mutual consent of the parties, a representative of Metro-North and a representative of the Brotherhood of Locomotive Engineers, which will have exclusive jurisdiction over all final appeals in claims for compensation, discipline proceedings, or any dispute concerning the interpretation of this Agreement. Two (2) signatures will be required to validate an award. The person appointed Impartial Arbitrator shall be subject to replacement by mutual consent of the parties, and after the Impartial Arbitrator has served for one (1) year by unilateral determination of either Metro-North or the Brotherhood of Locomotive Engineers every year. If the office of Impartial

Metro-North/BLE CBA

Arbitrator should become vacant, the parties will designate a new Arbitrator as soon as practicable.

b. In any case, where the members of the Board cannot agree on the scheduling of a hearing, the Impartial Arbitrator will unilaterally schedule such a hearing.

c. The Impartial Arbitrator shall be paid reasonable compensation for his/her services. Metro-North and the employees shall share the cost of such compensation, and of the administrative expenses of the Board. Each side shall bear the expenses of its respective members of the Board.

RULE 22 – PRESENTATION OF CLAIMS FOR COMPENSATION

a. A claim for compensation alleged to be due may be made only by a claimant or, on his behalf, by his duly accredited representative. No later than sixty (60) days from the date of the occurrence on which a claim is based, a claimant or his duly accredited representative must submit two (2) timeslips alleging the claim to the officer of Metro-North designated to receive timeslips. The representative of Metro-North who receives the timeslips from the claimant or from his duly accredited representative must acknowledge receipt of the timeslips by signing and dating them, and return the duplicate copy to the claimant or his duly accredited representative. If not presented in the manner outlined in this paragraph, a claim will not be entertained or allowed, but improper handling of one (1) claim will not invalidate other claims of a like or similar nature. The unavailability of any designated Metro-North officer to receive and acknowledge receipt of a timeslip will stay the running of the time limit.

b. If a claimant is absent because of sickness, temporary disability, leave of absence, vacation or suspension, the time limit will be extended by the number of days the claimant is absent.

METRO-NORTH/BLE CBA

c. To file a claim, a claimant or his duly accredited representative will be required to furnish sufficient information on the timeslip to identify the basis of the claim, such as (to the extent possible):

1. Name, occupation, employee number, division.
2. Train symbol or job number and engine number(s).
3. On and off duty time.
4. Date and time of day work performed.
5. Location and details of work performed for which claim is filed.
6. Upon whose orders work was performed.
7. Description of instructions issued to have such work performed.
8. Claim being made, rule if known, and reason supporting claim.

d. When a claim for compensation (other than the normal earnings of an assignment) alleged to be due is not allowed, or should payment be made for less than the full amount claimed, the claimant will be informed of the decision and reasons for it, in writing, within thirty (30) days from the date that claim is received. When the claimant is not so notified, the claim will be allowed, but such payment will not validate any other such claims, nor will such payment establish any precedent.

e. Denial of a claim for compensation in accordance with paragraph "d" will be final and binding unless, within forty-five (45) days after the initial denial of the claim, the claimant or his duly accredited representative appeals it in writing in the following form to the highest officer designated to handle claims:

Metro-North/BLE CBA

1. Subject: (Set forth nature of claim, dates, name of claimant)
2. Employees' Statement of Facts:
3. Position of Employees:

NOTE: Claims of a similar nature may be progressed by the duly accredited representative directly to the highest officer designated to handle claims. If it is decided by the highest officer that any of the claims so progressed are not similar, the Organization may appeal the issue to the Special Board of Adjustment.

f. The highest designated officer will arrange to meet on a regular basis with duly accredited representatives who request to discuss appeals which have been received by the designated officer at least ten (10) days in advance of a meeting.

In the written appeal, the duly accredited representative should either request to discuss the appeal at the regular meeting with the designated officer or waive the discussion and request a written response. The highest designated officer will render a decision in writing to the duly accredited representative within thirty (30) calendar days of the date the highest designated officer receives the appeal requesting the written decision or within thirty (30) days of the date of the appeal was discussed at a meeting. If the claim is denied, the decision will be rendered in the following form:

1. Metro-North's Statement of Facts:
2. Position of Metro-North:

When a claim is denied and the duly accredited representative is not notified within the time limit, the claim will be allowed but such payment will not validate any other such claim nor will such payment establish any precedent. Appeals

METRO-NORTH/BLE CBA

received less than ten (10) days in advance of a meeting will be scheduled for discussion at the next meeting.

g. The decision of the highest officer of the Metro-North designated to handle claims will be final and binding unless, within sixty (60) days after the date of that decision, the claimant or his duly authorized representative submits a written request for arbitration to the BLE Special Board of Adjustment with a copy to Metro-North. Arbitration shall be held as soon as practicable at a time and place agreed upon by the parties, or, if they cannot agree, at a time and place determined by the Board or Impartial Arbitrator upon at least five (5) calendar days notice to the parties.

h. The time limit provisions in this Rule may be extended at any level of handling in any particular case by mutual consent of the duly authorized officer of Metro-North or representative of the Organization.

i. The time limits set forth herein do not apply in discipline cases.

RULE 23 – DISCIPLINE AND INVESTIGATION

a. No Passenger Engineer will be disciplined, suspended or dismissed from the service until a fair and impartial investigation has been conducted by an authorized Metro-North officer.

b. 1. When a serious act or occurrence is involved, a Passenger Engineer may be held out of service pending investigation and decision. A serious act or occurrence is defined as: "Rule G", Insubordination, Extreme Negligence and Stealing. A Passenger Engineer will not be held out of service pending investigation and decision in other cases.

NOTE - Q - What is meant by Extreme Negligence?

Metro-North/BLE CBA

A - The Right of Metro-North to remove a Passenger Engineer from service on grounds of extreme negligence must be used sparingly and duly confined to transgressions of high risk or danger so that Metro-North can say with justification that, notwithstanding the seriousness or removing a Passenger Engineer from service prior to investigation, the protection of life and limb of effected employees and passengers, and protection of Metro-North property or property entrusted to the custody of Metro-North demands the immediate removal of the Passenger Engineer.

2. If a Passenger Engineer is held out of service pending investigation and decision for other than a serious act or occurrence, he will be paid what he would have earned on his assignment had he not been held out of service beginning with the day he is taken out of service and ending with the date the decision is rendered or he is returned to service, excluding the day of the formal investigation, if he is disciplined. Holding a Passenger Engineer out of service pending investigation and decision or compensating him for being improperly held out of service is not prejudgment of the Passenger Engineer.

c. 1. A Passenger Engineer directed to attend an investigation to determine his responsibility, if any, in connection with an act or occurrence will be notified in writing within seven (7) days from the date of the occurrence or, in cases involving stealing or a criminal offense, within seven (7) days from the date Metro-North becomes aware of such act or occurrence. The notice will contain:

- A. The time, date and location where the trial will be held.
- B. The date, approximate time and the location of the act or occurrence.

METRO-NORTH/BLE CBA

- C. A description of the act or occurrence which is the subject of the trial and rules which may be involved.
- D. A statement that he may be represented by his duly accredited representative.
- E. The identity of witnesses directed by Metro-North to attend.

2. When a letter of complaint against a Passenger Engineer is the basis for an investigation, the Passenger Engineer will be furnished a copy of the written complaint together with the written notice of investigation.

d. 1. The investigation must be scheduled to begin within seven (7) days from the date the Passenger Engineer received notice of the investigation.

2. A Passenger Engineer who may be subject to discipline will have the right to have present witnesses who have knowledge of the act or occurrence, to present testimony, and the Corporation will order employee witnesses to be in attendance upon receiving a request from the Passenger Engineer under investigation or his duly accredited representative.

3. The above time limits are subject to the availability for attendance at the hearing of the principal(s) involved and witness(es) and may, by written notice to the Passenger Engineer involved, be extended by the amount of time the principal(s) involved or necessary witness(es) are off duty due to sickness, temporary disability, discipline, leave of absence or vacation.

When a Passenger Engineer is being held out of service for a serious act or occurrence pending the hearing and other principal(s) or witness(es) are not available for the reasons cited, he may request commencement of the investigation. If either the Passenger Engineer or Metro-North is of the opinion

Metro-North/BLE CBA

that the testimony of the unavailable principal(s) or witness(es) is necessary for the final determination of the facts and discipline has been assessed against the Passenger Engineer as a result of the investigation, such discipline will be reviewed when the testimony of the missing principal(s) or witness(es) is available.

4. When a hearing is not scheduled to begin within the time limit as set forth in this Rule, no discipline will be assessed against the Passenger Engineer.

5. A Passenger Engineer who may be subject to discipline and his duly accredited representative will have the right to be present during the entire investigation.

e. When a Passenger Engineer is assessed discipline, a true copy of the investigation record will be given to the Passenger Engineer and to his duly accredited representative with the notice of discipline.

f. 1. If discipline is to be imposed following an investigation, the Passenger Engineer to be disciplined will be given a written notice of the decision within seven (7) days of the date the trial is completed, and at least fifteen (15) days prior to the date on which the discipline is to become effective, except that in cases involving serious acts or occurrences, discipline may be effective at any time.

2. If a Passenger Engineer is required to perform service during a period of suspension, the balance of the suspension will be eliminated.

g. 1. If a Passenger Engineer considers the discipline imposed unjust, he or his duly accredited representative may appeal the case in writing to the Superintendent of Transportation within fifteen (15) days of the date the Passenger Engineer is notified of the discipline. In the alternative, the Passenger Engineer or his duly accredited representative may, within fifteen (15) days of the date the

METRO-NORTH/BLE CBA

Passenger Engineer is notified of the discipline, seek immediate arbitration before the Impartial Arbitrator.

2. The hearing on an appeal will be held within fifteen (15) days of receipt by Metro-North of the request for an appeal hearing.

3. Except when discipline assessed is dismissal, or when a Passenger Engineer has been held out of service under paragraph "b" and assessed discipline, the appeal will act as a stay of the imposition of the discipline until after the Passenger Engineer has been given an appeal hearing.

4. At appeal hearings, a Passenger Engineer may, if he desires to be represented at such hearings, be accompanied by his duly accredited representative.

5. The Superintendent of Transportation will advise the Passenger Engineer of the decision, in writing within three (3) days of the conclusion of the appeal hearing, with a copy to the duly accredited representative. If the decision is that discipline will be imposed, either in whole or for a reduced period, the stay referred to in paragraph "g3" will be lifted, and the discipline will be effective on the fourth day following the day of the appeal hearing.

h. The decision of the Superintendent of Transportation will be final and binding unless, within fifteen (15) days after receipt of the written decision, the employee or his duly accredited representative submits a written request for arbitration to the Special Board of Adjustment, with a copy to Metro-North.

i. 1. Arbitration shall be held as soon as practicable at a time and place to be agreed upon by the parties, or if they cannot agree, at a time and place determined by the Board or the Impartial Arbitrator upon at least five (5) calendar days notice to the parties.

Metro-North/BLE CBA

2. Written submissions to the Special Board of Adjustment will not be required.

3. After the employee and Metro-North have been given an opportunity to be heard and to submit proof as may be desired, the decision in writing of the Special Board of Adjustment shall be final and binding pursuant to the Railway Labor Act, as amended.

j. If the final decision decrees that the charges against the employee were not sustained, the record shall be cleared of the charge. If held out of service, the employee shall be reinstated with all rights unimpaired and reimbursed for lost wages.

k. 1. Time limits provided for in this Rule may be extended or waived by agreement in writing between the applicable officer of Metro-North and the Passenger Engineer's General Chairman or duly accredited representative.

l. When notification in writing is required, personal delivery or proof of mailing within the specific time limit will be considered proper notification.

m. If discipline assessed is a Reprimand and an employee maintains an unblemished record from the date of the G-32 (Notice of Discipline) for a one (1) year period (including warnings), then the Reprimand will be removed from his/her record.

If an employee is assessed discipline of sixty (60) days or less and maintains an unblemished record from the date of the G-32 (Notice of Discipline) for a two (2) year period (including warnings), then the discipline will be removed from his/her record.

This expungement rule does not include discipline assessed for violation of a major Operating Rule involving train operations which impacts an engineer's certification issued by the Federal Railroad Administration.

METRO-NORTH/BLE CBA

For discipline assessed prior to the date of this Agreement, it is understood that the two (2) year period for expungement will commence with the date of ratification of this Agreement. (January 27, 1995).

RULE 24 – LEAVE OF ABSENCE

a. Passenger Engineers must request written leave of absence when they are to be off duty for more than thirty (30) consecutive days.

b. A written leave of absence without impairment of seniority will be granted upon request to a Passenger Engineer for the following reasons:

1. To accept an official position with Metro-North or related national railroad agencies.
2. To perform union committee work or to accept a full-time union position with Brotherhood of Locomotive Engineers.
3. To accept an elective or appointive public office for which a competitive examination is not required.
4. To accept an appointive public office for which a competitive examination is required, if such public office is related to railroad work.

c. Upon request, a Passenger Engineer will be granted a written leave of absence to perform military service in accordance with current applicable reemployment statutes.

d. A Passenger Engineer granted a leave of absence in accordance with paragraph "b1" or "2" will be granted that leave of absence for the duration of the assignment.

e. A request for a leave of absence for reasons other than those outlined in paragraphs "b" and "c" may be granted upon

Metro-North/BLE CBA

agreement between the highest appeals officer of Metro-North and the General Chairman.

f. A request for a leave of absence or for an extension must be made in writing to the highest appeals officer of Metro-North, with a copy to the General Chairman.

g. Except as set forth in paragraphs "c" and "d", no leave of absence or extension thereof will exceed one (1) year.

h. A Passenger Engineer who fails to report for duty within fifteen (15) days after the expiration of an authorized leave of absence or an extension thereof or fails to furnish satisfactory reason for not doing so will have his seniority terminated and record closed. A Passenger Engineer whose seniority has been terminated may, through the General Chairman, appeal such termination to the highest appeals officer within thirty (30) days of the notice of termination.

i. A Passenger Engineer granted a leave of absence under paragraph "b1" or "2" will be required to return to duty in the craft within thirty (30) days after being relieved of his assignment, or he will be subject to conditions set forth in paragraph "h", unless mutually agreed to the contrary.

j. A Passenger Engineer who absents himself without a written authorized leave of absence, as provided in this Rule, will have his seniority terminated.

k. A leave of absence is not required when a Passenger Engineer is unable to perform service for Metro-North due to a bona fide sickness or injury.

l. A Passenger Engineer on an authorized leave of absence who engages in other employment not provided for in the authorized leave of absence will forfeit all his seniority.

RULE 25 – COMPULSORY RETIREMENT

Retirement will be compulsory at the end of the month in

METRO-NORTH/BLE CBA

which a Passenger Engineer reaches seventy (70) years of age.

RULE 26 – APPROVAL OF APPLICATION

a. Applications for employment will be rejected within ninety (90) calendar days after seniority date is established, or applicant will be considered accepted. Applications rejected by Metro-North must be declined in writing to the applicant.

b. A Passenger Engineer who has been accepted for employment in accordance with paragraph "a" will not be terminated or disciplined by Metro-North for furnishing incorrect information in connection with an application for employment or for withholding information therefrom, unless the information involved was of such a nature that the Passenger Engineer would not have been hired if Metro-North had timely knowledge of it.

RULE 27 – PHYSICAL EXAMINATIONS

a. 1. Passenger Engineers will be subject to periodic medical examinations in accordance with Metro-North's policy. Engineers who are directed to report for required periodic or special physical examinations will report for such exams during the hours when Metro-North's designated Medical Office is open.

2. Employees examined during this period who do not thereby lose time on their assignments will not receive additional compensation. Should their assignments preclude their reporting during Medical Office hours, they will be relieved and allowed the normal earnings of their assignment.

3. Employees will not be required to report for physical examinations on their rest days or while on vacation, leave of absence, personal leave days, holidays, or bereavement days.

Metro-North/BLE CBA

4. Employees absent due to illness for more than thirty (30) calendar days, or in cases of injury for one (1) day or more, will not be permitted to return to duty until they obtain and present to the Crew Dispatcher or his/her designated representative at the crew base a certificate from the Medical Office certifying their fitness for duty. Employees will not be paid while obtaining a return to duty certificate.

b. When it is obvious that a Passenger Engineer is medically (physically or mentally) impaired in a way that affects his service, Metro-North may hold that Passenger Engineer out of service pending the outcome of a medical examination. Passenger Engineers held out service by Metro-North because they are medically unable to perform service may have an examination by a doctor of their own choosing without expense to Metro-North. In case of disagreement on the Passenger Engineer's fitness to work, the two (2) doctors will select a third doctor, who is a specialist in the medical area involved, and the decision of the majority of the three (3) as to the Passenger Engineer's fitness will be final. The expense of the third doctor will be shared equally by the parties. If it is determined that the Passenger Engineer's condition does not warrant being held out of service, such Passenger Engineer will be returned to service, and if it is determined that the Passenger Engineer was medically fit to perform service at the time he was held out of service, the Passenger Engineer will be paid for all time lost.

c. A Passenger Engineer who has accepted medical disqualification or who was found to be properly disqualified by a neutral physician may, if there has been a change in his medical condition as evidenced by a report of his personal physician, request a reexamination. There will be no claim for time lost in such case, unless Metro-North refuses to grant the reexamination or there is unreasonable delay in applying the terms of this paragraph.

d. Where an indoor test discloses a deficiency of vision, color perception or hearing, the Passenger Engineer will, on request, be granted a field test, the result of which will determine his physical qualification for service. In case of a

METRO-NORTH/BLE CBA

failure to pass a vision test when examined without corrective lenses, the Passenger Engineer will be given the opportunity for a reexamination with corrective lenses.

RULE 28 – LOCKER FACILITIES

Locker, toilet and lavatory facilities will be provided and maintained at crew bases where Passenger Engineers go on and off duty.

RULE 29 – VACATION

a. Effective with vacation accrual for 1997 but not to be available for use until the 1998 vacation year, vacation entitlement shall be as follows:

An employee who will attain two (2), eight (8), seventeen (17), twenty (20) or twenty-five (25) years of continuous service during a particular calendar year, will be considered as having reached such anniversary date as of January 1 of that year and may schedule and take vacation accordingly, consistent with seniority and the requirements of the service, provided that all other necessary qualifying requirements under this Rule have been met.

1. Each employee having nineteen (19) years or more in 1998 of continuous service with Metro-North will be qualified for an annual vacation of five (5) weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders compensated service amounting to one hundred (100) basic days and has a total of nineteen hundred (1900) days in Metro-North service (including predecessor Railroads).

2. Each employee having fourteen (14) years or more in 1998 of continuous service with Metro-North will be qualified for an annual vacation of four (4) weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders compensated service amounting to one hundred (100)

Metro-North/BLE CBA

basic days and has a total of fourteen hundred (1400) days in Metro-North service (including predecessor Railroads).

3. Each employee having seven (7) years or more in 1998 of continuous service with Metro-North will be qualified for an annual vacation of three (3) weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders compensated service amounting to one hundred (100) basic days and has a total of seven hundred (700) days in Metro-North service (including predecessor Railroads).

4. Each employee having two (2) or more years of continuous service with Metro-North will be qualified for annual vacation of two (2) weeks with pay, or pay in lieu, thereof, if during the preceding calendar year the employee renders compensated service amounting to one hundred ten (110) basic days, and has a total of two hundred twenty (220) days in Metro-North service.

5. Each employee will be qualified for an annual vacation of one (1) week with pay, or pay in lieu, thereof, if during the preceding calendar year, the employee renders compensated service amounting to one hundred twenty (120) basic days.

6. The formula of continuous years x one hundred (100) days used for the service calculation will remain intact for any future changes to the vacation schedule.

7. All provisions of the National Vacation Agreement which have not been amended in this document remain in effect.

b. Effective with vacation accrual for 1998, but not to be available for use until the 1999 vacation year, shall be as follows:

Years of Qualifying Service	Vacation Allowance
1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks

METRO-NORTH/BLE CBA

Years of Qualifying Service	Vacation Allowance
10 years but less than 15 years	4 weeks
15 years and over	5 weeks

For the purpose of this provision, the employee birthday holiday shall not be considered part of the vacation entitlement. Once the schedule goes into effect on Metro-North, any future changes to be made are subject to negotiations between these parties.

c. Single Day Vacations

Passenger Engineers may liquidate vacation in one day increments up to a maximum of five (5) days per calendar year, as follows:

1. Requests for single day vacations must be in writing and submitted to the office of the Asst. Director - Crew Dispatching no more than thirty (30) or less than five (5) work days before the date of usage.

2. When scheduling single day vacations, Passenger Engineers will designate the vacation week from which they are drawing the single day. All subsequent single days of vacation will be drawn from the designated week in sequence. All remaining days in the designated week will be liquidated as originally scheduled.

3. Consecutive single day vacations and single day vacations coupled with personal days, holidays and choice holidays will be granted in accordance with the needs of service.

4. Single day vacations will be granted on a first come, first serve basis by crew base in accordance with the requirements of service. The Asst. Director - Crew Dispatching, or his designee, shall have the exclusive authority to grant a request for a single day vacation. Once the single day vacation is granted, the Passenger Engineer will not be permitted to work that day unless directed to do so by the Carrier.

Metro-North/BLE CBA

5. Single day vacations will not be considered service for the purposes of the forty (40) hour work week or for any premium pay provisions of the Collective Bargaining Agreement except as specifically delineated in Rule 2.b.1.

RULE 30 – HEALTH AND WELFARE BENEFITS

a. Health and Welfare Benefits, Early Retirement Major Medical Expense Benefits, Dental Benefits and Off-Track Vehicle Insurance will be allowed to qualified Passenger Engineers as provided in the following standard national policies or the equivalent thereof with no loss of benefits to Passenger Engineers exercising their Conrail freight seniority pursuant to Article V of the October 12, 1982 Implementing Agreement:

Travelers	GA-23000
Travelers	GA-46000
Aetna Life and Casualty Co.	GP-12000
Connecticut General	0386430-06

b. Metro-North shall have the right to implement the nine (9) Health and Welfare cost containment measures listed below:

1. Pre-admission Certification
2. Case Management Review
3. Weekend Admissions
4. Mandatory Second Surgical Opinion
5. Mandatory Out-Patient Procedures
6. Mail Order Prescriptions
7. Dental Preferred Provider Organization

METRO-NORTH/BLE CBA

8. Health Maintenance Organizations

9. Alcohol and Substance Abuse Treatment

The final determination of the substance of each of these measures shall be subject to agreement by the parties.

c. Effective January 1, 1995, hospitalization, major medical and prescription drug benefits shall be provided by the New York State Government Health Insurance Program for active employees and for retired employees until they are Medicare qualified.

d. Effective January 1, 1998, the Metro-North contribution made to the Defined Contribution Pension Plan will be four (4%) percent.

e. There will be four (4) annuity options and employees will have the option to transfer funds four (4) times per year.

f. Upon final separation from employment at Metro-North (resignation or retirement) employees will be entitled to receive a lump sum distribution of their vested balance in their Defined Contribution Pension Plan account.

g. Metro-North will provide the ability to purchase through payroll deduction life insurance at the employee's cost, up to \$250,000.

h. Effective January 1, 1998, Group Term Life Insurance provided by Metro-North will be \$28,000.

i. Metro-North will offer an optional 401k plan.

j. Metro-North will have the right to offset health and welfare benefits paid against any right of recovery an employee injured on duty may have against Metro-North. This includes legal settlements or final verdicts issued by a court.

Metro-North/BLE CBA

RULE 31 – UNION SHOP

a. Subject to the terms and conditions below, all Passenger Engineers will, as a condition of their continued employment, hold or acquire union membership in any one of the labor organizations, national in scope, organized in accordance with the Railway Labor Act, and admitting Passenger Engineers to membership. Nothing herein will prevent any Passenger Engineer from changing union membership from one organization to another organization national in scope admitting Passenger Engineers to membership.

b. Passenger Engineers will join any of the labor organizations, described in paragraph "a" of this Rule, within sixty (60) calendar days of the date on which they complete thirty (30) days of compensated service as Passenger Engineers within twelve (12) consecutive calendar months, and will retain such membership during the time they are employed as Passenger Engineers, except as otherwise provided herein.

c. When Passenger Engineers are regularly assigned to the official or subordinate official positions they will not be compelled to maintain membership as provided herein, but may do so at their own option.

d. Nothing herein will require a Passenger Engineer to become or remain a member of the Brotherhood of Locomotive Engineers if membership is not available to him upon the same terms and conditions as apply to any other member, or if his membership is denied or terminated for any reason other than his failure to tender the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. The dues, initiation fees and assessments referred to herein mean indebtedness accruing for these items.

e. The Brotherhood of Locomotive Engineers will keep account of Passenger Engineers and will independently

METRO-NORTH/BLE CBA

ascertain whether they comply with union membership requirements.

f. The General Chairman of the Brotherhood of Locomotive Engineers will notify the appropriate Labor Relations officer in writing of any Passenger Engineer whose employment he requests be terminated because of the Passenger Engineer's failure to comply with union membership requirements. Upon receipt of such notice and request, Metro-North will, as promptly as possible but within ten (10) calendar days of such receipt, notify the Passenger Engineer concerned in writing by registered or certified mail, return receipt requested, sent to his last known address, or sent by receipted personal delivery, that he is charged with failure to comply with the union membership requirements. A copy of the notice will be given to the General Chairman. Any Passenger Engineer so notified who disputes the charge that he has failed to comply with union membership requirements will, within ten (10) calendar days from the date of such notice, request Metro-North in writing to accord him a formal hearing. Such a request will be honored by Metro-North and a date set for the formal hearing as soon as possible, but within ten (10) calendar days of the date of the receipt of the request. A copy of the notice of such formal hearing will be given to the General Chairman. The receipt by Metro-North of a request for a hearing will stay action on the request by the General Chairman for termination of the Passenger Engineer's employment until the formal hearing is held and the final decision is rendered. If the Passenger Engineer concerned fails to request a formal hearing as provided for herein, Metro-North will proceed to terminate his employment at the end of thirty (30) calendar days from receipt of the request from the General Chairman, unless Metro-North and the Brotherhood of Locomotive Engineers agree otherwise in writing.

g. Metro-North will determine on the basis of evidence produced at the formal hearing whether or not the Passenger Engineer has complied with the union membership requirements, and will render a decision accordingly. Such a decision will be rendered within ten (10) calendar days of the

Metro-North/BLE CBA

hearing date, and the Passenger Engineer and the General Chairman will be promptly notified. A transcript of the hearing will be furnished to the General Chairman. If the decision is that the Passenger Engineer has not complied with union membership requirements, his employment as a Passenger Engineer will be terminated within ten (10) calendar days of the date of the decision, unless Metro-North and the Brotherhood of Locomotive Engineers agree otherwise in writing. If the decision of Metro-North is not satisfactory to the Passenger Engineer or to the Brotherhood of Locomotive Engineers, it may be appealed in writing directly to the highest officer of Metro-North designated to handle appeals. Such appeal must be received within ten (10) calendar days of the date of the decision appealed from, and the decision on such an appeal will be rendered within twenty (20) calendar days of the date the appeal is received. The decision by the highest appeals officer of Metro-North designated to handle appeals will be final and binding unless, within thirty (30) calendar days thereafter, Metro-North is notified in writing that the decision is unsatisfactory, and in such event, the dispute may be submitted to the Special Board of Adjustment within six (6) months of the date of such decision. A representative of the Brotherhood of Locomotive Engineers will have the right to be present at and participate in any hearing which involves the Brotherhood of Locomotive Engineers.

h. The discipline rule will not apply to union membership requirement cases.

i. Nothing herein will be used as a basis for time or money claims against Metro-North.

RULE 32 – DUES DEDUCTION

a. Subject to the conditions herein set forth, Metro-North will withhold and deduct from wages due Passenger Engineers represented by the Brotherhood of Locomotive Engineers amounts equal to periodic dues, assessments and insurance premiums (not including fines and penalties) uniformly required

METRO-NORTH/BLE CBA

as a condition of acquiring or retaining membership in the Brotherhood of Locomotive Engineers.

b. No such deduction will be made except from the wages of a Passenger Engineer who has executed and furnished to Metro-North a written assignment, in the manner and form herein provided, of such periodic dues, assessments and insurance premiums. Such assignment will be on the form specified in Attachment "A" and will, in accordance with its terms, be irrevocable for one (1) year from the date of its execution.

c. Deductions as provided for herein will be made by Metro-North in accordance with a deduction list furnished by the Treasurer of the Local Division of the Brotherhood of Locomotive Engineers in the form specified in Attachment "B", which may be changed by Metro-North as conditions require. Such list will be furnished to the Director, Payroll Operations, separately for each Local Division. Thereafter, a list containing any additions or deletions of names, or changes in amounts, will be so furnished to Metro-North on or before the 20th day preceding the month in which the deductions will be made.

d. Deductions as provided for herein will be made monthly by Metro-North from wages due Passenger Engineers for the first biweekly pay period (or corresponding period for those paid on a weekly basis) which ends in each calendar month, and Metro-North will pay, by draft, to the order of the Treasurer of the Local Division of the Brotherhood of Locomotive Engineers, the total amount of such deductions, on or before the 10th day of the month following the month in which such deductions are made. With the draft, Metro-North will forward to the Treasurer of the Local Division of the Brotherhood of Locomotive Engineers a list setting forth any scheduled deductions which were not made.

e. No deduction will be made from the wages of any Passenger Engineer who does not have due to him for the pay period specified an amount equal to the sum to be deducted in